

SwissHacks 2024

Terms and Conditions for Participants

By online application to participate in the SwissHacks 2024 Hackathon (“**SwissHacks 2024**”), each participant (“**You**” or “**Participant**” or “**Applicant**”) accepts and agrees to the following terms and conditions (“**Terms and Conditions**”), as amended from time to time.

For the purpose of these Terms and Conditions, (i) TENITY, as nominee for the Swiss Financial Innovation Desk (FIND) and as sole contractual partner of the Participant, is referred to as the “**Organiser**”, and (ii) the partner firms, associations or private/public institutions are the institutions involved in SwissHacks 2024 as sponsors are referred to as the “**Sponsors and Partners**”.

1. Application

Participants must apply via the provided application form on the Hackathon website (www.swisshacks.com). Applicants must provide accurate and complete information about themselves when applying for SwissHacks 2024. By applying for participation, each Applicant consents to processing their personal data in connection with their application for and participation in SwissHacks 2024 and as permitted by law. In particular, the Applicant agrees to disclose their uploaded CV to the Organizer and Partners.

The eligibility criteria for handing in an application and participating in the SwissHacks 2024 are:

- Participants must be 18 years of age or older at the time of the SwissHacks 2024, which begins on 28 June 2024;
- Participants agree to participate in the SwissHacks 2024 in good faith for the purpose of jointly innovating and inventing solutions relevant to the posed Challenges or another topic they see relevant in the financial innovation space;
- Participants agree to be physically present at the SwissHacks 2024 location during the SwissHacks 2024 during the following times: Friday, 28 June 2024: 4.30 pm - 10.30 pm, Saturday, 29 June 2024: 9.00 am - 9.00 pm and Sunday, 30 June 2024: 10.00 am - 5.30 pm. SwissHacks 2024 may grant exceptions, based on requests.

2. Participation

Participation in the SwissHacks 2024 is free of charge. The Organiser will inform Participants whether they have been selected for participation. Only confirmed Participants are allowed to join.

Participants can either participate individually or as part of a pre-formed team at the Hackathon. The final team matching will be done during SwissHacks 2024. Teams will consist of 4-6 Participants. The Organiser is not responsible for and will not assist in resolving any disputes between team members.

Participants will be required to create and develop any idea and/or prototype that may be relevant to the posed Challenges (“**Prototype**”). The various Challenges set by the SwissHacks 2024 Partners are for guidance purposes only and may or may not be used by the Participants. Each Prototype must be original, of the Participant’s own creation, and either newly created during the SwissHacks 2024 or belong to the team or startup, as applicable. “Newly created” means that Participants cannot in any way copy software code that already privately exists and submit it as part of a Prototype unless stated explicitly by the Participant and integrated into the solution with the Organiser’s agreement. Prototypes may be subject to a due diligence review at any time for eligibility and compliance with these Terms and Conditions.

By participating in the Swiss Hacks 2024, Participants represent and warrant that their Prototypes are and will be the Participant’s own original work and do not and will not infringe upon the intellectual property or proprietary rights of any third party, including, without limitation, any third-party patents, copyrights, or trademarks. Participants further represent and warrant that their Prototype does not disclose any information that would constitute a violation of a confidentiality obligation; does not contain any viruses, worms, spyware, or other components or instructions that are malicious, deceptive, or designed to limit or harm the functionality of a computer; and is not subject to license terms that require any software or documentation incorporating or being derived from your contributions to be licensed to others.

By applying for and participating in the SwissHacks 2024, Participants (i) agree that their participation in the Hackathon – including their acceptance of any potential prize – will not violate any law, regulation, policy, or rule of their country, state, or government agency as well as Switzerland; and (ii) certify that any potential prize is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in Organisers or Partners obtaining or retaining business or a business advantage.

3. Winner Selection & Prizes

Winner Selection: The winner selection process will consider these criteria:

(i) Innovativeness and Creativity; (ii) User Friendliness, User Experience and Engagement; (iii) Feasibility and Viability; (iv) Commercialization Potential; and (v) Team and Presentation.

Prize Forfeiture: Before being presented with a prize, a Participant may be required to provide proof of their identity and eligibility. If a prize is unclaimed by a winner, if a winner does not meet the eligibility requirements at the discretion of the Organiser upon prior consultation with the jury members and the Swiss Financial Innovation Desk (FIND) and hearing the arguments of the affected Participant, or otherwise does not comply with these Terms and Conditions, then such person shall be disqualified, and an alternate winner may be selected.

Each prize is provided “as is” and is not transferable, exchangeable, or payable in the equivalent of cash, other products, or services. Lost, stolen, or damaged prizes will not be replaced.

Any other expenses, taxes, fees, and items related to a prize not specifically mentioned in these Terms and Conditions are not included and are under the prize-winner’s sole responsibility.

4. Ownership of Developed Prototypes

The Prototype developed by you remains your respective property. Still, by submitting a Prototype, You are granting the Organiser and eligible SwissHacks 2024 Partners and their respective affiliated companies the following worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, fully paid-up rights: (1) to make, have made, use, copy, reproduce, modify, and create derivative works of the Prototype, (2) to publicly perform or display, import, broadcast, transmit, distribute (directly and indirectly through multiple tiers), license, offer to sell and sell, rent, lease, or lend copies of the Prototype (and derivative works thereof), (3) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties, and (4) to publish your name or alias in connection with the Hackathon and your Prototype.

5. Travel Reimbursement

Participants from neighbouring countries to Switzerland, namely France, Germany, Liechtenstein, Austria, and Italy, are entitled to a travel reimbursement of CHF 50. Participants from non-neighbouring countries are entitled to a travel reimbursement of CHF 100.

Reimbursements can be claimed on-site on Sunday following the project submission. Participants must adhere to the steps below:

1. Submit project by the designated deadline.
2. Visit the team's booth between the specified hours.
3. Present travel proof and sign the payment confirmation form.

4. Reimbursement will be paid via PayPal, Revolut or IBAN.

The reimbursement of the Participant's travel is subject to the following rules:

1. Participants must present valid travel proof, such as an itinerary or ticket, to be eligible for travel reimbursement from the SwissHacks 2024 team.
2. In cases where travel proof is unavailable due to personal vehicle use, a fuel station receipt must be provided as evidence of travel.
3. Participants are responsible for the accuracy of the information they provide. The SwissHacks 2024 team will not be held accountable for non-payment resulting from incorrect data submission.
4. Accurate IBAN or other banking details are crucial. The SwissHacks 2024 team will not assume liability for missed or erroneous payments due to incorrect financial information.
5. Any requests for reimbursement must be submitted within a specified period during the event to be considered valid.
6. All reimbursement claims will be subject to verification and approval by the SwissHacks 2024 team.
7. The SwissHacks 2024 team reserves the right to refuse reimbursement if the provided documentation is deemed insufficient or fraudulent.
8. SwissHacks 2024 will not cover the cost of conversion or transfer; it will be the receiver's charge.

6. General Conditions

Warranties and Disclaimers: No warranty is provided on any prize, and winners should, where applicable, look to the manufacturer for a warranty. IN NO EVENT WILL ANY OF THE SWISS HACKS 2024 ORGANISER AND PARTNERS OR PARTNERS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE SWISSHACKS 2024, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE SPONSORS OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. To the fullest extent allowable by law, Sponsors and Partners expressly disclaim any representations or warranties, express or implied, regarding the SwissHacks 2024 or the prizes, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from the course of dealing or course of performance.

Indemnity: By participating in the SwissHacks 2024, Participants release and hold harmless each of the Sponsors and Partners and their respective parents, subsidiaries, affiliates, directors, officers, employees, attorneys, agents, and representatives, including advertising and promotion agencies, and assigns, and any other organizations related to the SwissHacks 2024 from any and all liability for any injuries, loss, claim, action, demand, or damage of any kind arising from or in connection with the SwissHacks 2024, any prize won, any misuse or malfunction of any prize awarded, participation in any Hackathon-related activity, or participation in the SwissHacks 2024 including without limitation (i) any condition caused by events beyond the Sponsors' and Partners' control that may cause the Swiss Hacks 2024 to be disrupted or corrupted; (ii) any claim that a Prototype infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any printing or typographical errors in any materials associated with the SwissHacks 2024; technical errors that may impair a Participant's ability to participate in the Swiss Hacks 2024; or (v) errors in the administration of the SwissHacks 2024.

Disqualification: The Sponsors and Partners may prohibit or disqualify a Participant from participating in the SwissHacks 2024 if, in its sole discretion, they determine that said Participant is attempting to undermine the legitimate operation of the SwissHacks 2024 or is not acting in conformity with these Terms and Conditions.

Right of Publicity Waiver: Participants understand and agree that their Prototype may be posted and publicly viewable. Unless specifically agreed otherwise between the Sponsors and a particular Participant, participation in the Hackathon constitutes permission for the Sponsors and Partners and their agencies to use Participants' names, photos and/or likenesses, biographical information, Prototype, and statements attributed to the Participant, for purposes of advertising, promotion and publicity (including without limitation, inclusion in the Sponsors' and Partners' newsletters, websites, and any of their social media accounts or outlets), related to the SwissHacks 2024 only, without further compensation, unless prohibited by law.

Release of Liability and Issues of Law: By participating, all Participants release Sponsors and Partners, their affiliates, partners, subsidiaries, officers, directors, agents, employees, and all entities associated with the development and execution of the SwissHacks 2024 from any and all liability with respect to and in any way arising from participating in the Hackathon, acceptance or use of prizes. Participants also agree that Sponsors and Partners, their affiliates, partners, subsidiaries, officers, directors, agents, employees, and all entities associated with the development and execution of the SwissHacks 2024 are not responsible or liable for any injury or damage to a Participant's or third person's computer related to or resulting from the SwissHacks 2024, the Prototype and/or its prizes. Sponsors and Partners are not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed,

or corrupted data or other malfunction) due, either directly or indirectly, to a Participant's participation in the SwissHacks 2024 or downloading of information in connection with the SwissHacks 2024. Sponsors and Partners reserve the right to modify or cancel the SwissHacks 2024 in the event that any portion of any website used to administer any aspect of the Hackathon becomes technically corrupted.

Sponsors and Partners assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of Prototypes. Sponsors and Partners are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by them on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to Participant's or any other person's computer relating to or resulting from participation in the SwissHacks 2024 or downloading any materials in relation to the SwissHacks 2024.

Claims arising out of the SwissHacks 2024 are void where restricted or prohibited by law.

Sponsors' and Partners' entire liability and Participant's sole and exclusive remedy will be limited to a distribution of the equivalent amount of prizes as set forth above. By participating in the SwissHacks 2024, Participants waive any and all rights to bring any claim or action related to such matters in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition, or omission upon which the claim or action is based.

7. Governing Law and Jurisdiction

This Agreement is subject to the substantive laws of Switzerland, excluding its rules on conflict of laws and excluding international treaties. Exclusive place of jurisdiction for any dispute, controversy or claim arising out of, or in relation to this Agreement, including the validity, invalidity, breach, or termination thereof, shall be the city of Zurich.

8. Modifications

The Organiser is entitled, at its sole discretion and without notice, to change or modify these Terms and Conditions for the duration of the SwissHacks 2024 and without giving a reason to cancel, suspend, discontinue, modify, or adapt the Hackathon for reasons of its own without any liability or obligation to compensate the Participants. Any changes or adaptations within the SwissHacks 2024 will be made public appropriately (e.g. via its website).

9. Severability & Waiver

If one or more conditions of these Terms and Conditions are deemed void or invalid, it will not affect the validity of the remaining conditions. Failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

10. Dispute Resolution

By online application to participate in the SwissHacks 2024, each Participant agrees to be bound by these Terms and Conditions, as amended from time to time, and the decisions of the Sponsors and Partners relating to all matters or disputes connected thereto, which shall be final and binding in all respects.

Zurich, 19th March 2024